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BIRMINGHAM, MICHIGAN 48009

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January 9, 1991

HAND DELIVERED

Mr. Michael Stenzel  
Michigan Department of Natural Resources  
Environmental Response Division  
38980 Seven Mile  
Livonia, MI 48152

Mr. Robert Bowlus  
United States Environmental Protection Agency  
9311 Groh Road  
Grosse Ile, MI 48138

Re: 13700 Mt. Elliott, Detroit, Michigan (the "Property")

Dear Messrs Stenzel and Bowlus:

We are counsel to General Die Casting Company, a Michigan corporation ("General Die"). We were recently informed by Mr. Richard Shirley of General Die that the results of recent testing of groundwater in the vicinity of the Property had detected concentrations of cyanide in such groundwater. It is my understanding that to determine the names of the potentially responsible parties for such contamination either the Michigan Department of Natural Resources or the United States Environmental Protection Agency caused a title search of the Property to be performed. It is further my understanding that such title search indicated that General Die is the owner of the Property.

Please be advised that General Die sold the Property on January 11, 1989 to William R. Aikens, agent for a corporation to be formed, or his or its assignee. At the time of the closing, Mr. Aikens was out of the country. Therefore, Donald A. Pierce, Jr., Esq. of Dean & Fulkerson, P.C., executed all of the closing documents on behalf of Mr. Aikens. In addition, at the time of the closing Mr. Aikens had not informed Mr. Pierce of the name of the entity who was purchasing the Property. Therefore, the grantee's name on the warranty deed was left blank pending Mr. Aiken's return and naming of the purchaser of the Property. Pursuant to a letter agreement dated January 11, 1989 between myself and Mr. Pierce, Mr. Aikens was to have completed this and other post closing matters on or before January 27, 1989. Mr. Aikens failed to comply with the terms of such agreement.

MACDONALD AND GOREN  
PROFESSIONAL CORPORATION

Messrs Stenzel and Bowlus  
January 9, 1991  
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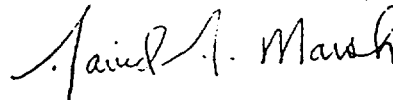
Since January 11, 1989, Mr. Aikens, or an entity or entities with which he is associated, have been in exclusive possession of the Property. General Die's only contact with the Property since January 11, 1989 has been to remediate the known contaminated soil identified in the reports issued by Toxico Corporation.

I have enclosed a copy of the closing book from the sale of the Property to Mr. William R. Aikens. I have also enclosed a copy of a Notice of Interest in Real Estate which I have prepared and caused to be filed with the Wayne County Register of Deeds on today's date. Since Mr. Aikens has refused to comply with the terms of the January 11, 1989 letter agreement, this is the only way that General Die has to notify third parties such as yourselves of Mr. Aikens interest in the Property.

Please feel free to call if you have any questions regarding the transfer of title to the Property from General Die to Mr. William R. Aikens.

Sincerely,

MacDONALD AND GOREN, P.C.



David D. Marsh

DDM:mjs  
enclosure

cc: Mr. Richard E. Shirley  
Mr. Julian C. Van Steenkiste

LAW OFFICES: MACDONALD AND COHEN, PROFESSIONAL CORPORATION 260 EAST BROWN STREET, SUITE 200, BIRMINGHAM, MICHIGAN 48009 (318) 646-5940

IN WITNESS WHEREOF, this Notice of Interest in Real Estate has been executed on the day and year first above written.

MacDONALD and GOREN, P.C., a Michigan professional corporation;

corporation.

By: David D. Marsh  
David D. Marsh (P39741)  
Attorneys for General Die  
Casting Company, a  
Michigan corporation

The foregoing instrument was acknowledged before me this 4th day of January, 1991, by David D. Marsh of MacDonald and Goren, P.C., a Michigan professional corporation, on behalf of such corporation, counsel to General Die Casting Company, a Michigan corporation.

Katharine L. Nieman  
Katharine L. Nieman  
Notary Public, Wayne County  
State of Michigan  
My Commission Expires: 12-19-93  
Acting In Oakland County

Drafted By and When Recorded Return to:  
David D. Marsh, Esq.  
MacDonald and Goren, P.C.  
260 East Brown Street, Suite 200  
Birmingham, MI 48009

EXHIBIT "A"

CITY OF DETROIT

PARCEL I

A PARCEL OF LAND LYING SOUTH OF McNICHOLS ROAD BETWEEN THE EAST LINE OF MT. ELLIOTT AVENUE (76.00 FEET WIDE) AND THE DETROIT TERMINAL RAILROAD RIGHT-OF-WAY BEING A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWN 1 SOUTH, RANGE 12 EAST, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT, SAID POINT BEING NORTH 1 DEGREE 11 MINUTES 00 SECONDS WEST, 1944.29 FEET, MEASURED ALONG THE EASTERLY LINE OF MT. ELLIOTT AVENUE (76.00 FEET WIDE) AND NORTH 88 DEGREES 49 MINUTES 00 SECONDS EAST, 62.13 FEET, AND SOUTH 70 DEGREES 11 MINUTES 42 SECONDS EAST, 53.59 FEET, AND SOUTH 56 DEGREES 28 MINUTES 27 SECONDS EAST, 71.66 FEET, AND NORTH 88 DEGREES 49 MINUTES 00 SECONDS EAST, 161.16 FEET, AND SOUTH 01 DEGREE 11 MINUTES 00 SECONDS EAST, 19.40 FEET FROM THE INTERSECTION OF THE EASTERLY LINE OF MT. ELLIOTT AVENUE (76.00 FEET WIDE) AND THE EAST AND WEST 1/4 LINE OF SECTION 16, TOWN 1 SOUTH, RANGE 12 EAST; THENCE PROCEEDING NORTH 88 DEGREES 49 MINUTES 00 SECONDS EAST, 203.58 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1422.69 FEET, A CENTRAL ANGLE OF 4 DEGREES 41 MINUTES 03 SECONDS, A CHORD LENGTH OF 116.28 FEET AND A CHORD BEARING OF SOUTH 28 DEGREES 07 MINUTES 39 SECONDS EAST, 116.31 FEET TO A POINT; THENCE SOUTH 65 DEGREES 17 MINUTES 10 SECONDS WEST, 21.76 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE DETROIT TERMINAL RAILROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1400.00 FEET, 79.32 FEET TO A POINT; THENCE SOUTH 49 DEGREES 08 MINUTES 00 SECONDS WEST, 17.79 FEET TO A POINT; THENCE RUNNING IN A NORTHWESTERLY DIRECTION ON A CURVE TO THE LEFT, THE ABOVE CURVE HAVING A RADIUS OF 370.70 FEET, A CHORD LENGTH OF 238.37 FEET AND A CHORD BEARING OF NORTH 56 DEGREES 02 MINUTES 00 SECONDS WEST, 242.89 FEET TO A POINT; THENCE SOUTH 88 DEGREES 49 MINUTES 00 SECONDS WEST, 57.13 FEET TO A POINT; THENCE NORTH 1 DEGREE 11 MINUTES 00 SECONDS WEST, 60.60 FEET TO THE POINT OF BEGINNING.

PARCEL II

A PARCEL OF LAND LYING SOUTH OF McNICHOLS ROAD BETWEEN THE EAST LINE OF MT. ELLIOTT AVENUE (76.00 FEET WIDE) AND THE DETROIT TERMINAL RAILROAD RIGHT-OF-WAY BEING A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWN 1 SOUTH, RANGE 12 EAST, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN AND MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT, SAID POINT BEING NORTH 1 DEGREE 11 MINUTES 00 SECONDS WEST, 1944.29 FEET, MEASURED ALONG THE EASTERLY LINE OF MT. ELLIOTT AVENUE (76.00 FEET WIDE) AND

NORTH 88 DEGREES 49 MINUTES 00 SECONDS EAST, 45.00 FEET FROM THE INTERSECTION OF THE EASTERLY LINE OF MT. ELLIOTT AVENUE, (76.00 FEET WIDE), AND THE EAST AND WEST 1/4 LINE OF SECTION 16, TOWN 1 SOUTH, RANGE 12 EAST; THENCE PROCEEDING NORTH 88 DEGREES 49 MINUTES 00 SECONDS EAST, 17.15 FEET TO A POINT; THENCE SOUTH 70 DEGREES 11 MINUTES 42 SECONDS EAST, 53.59 FEET TO A POINT; THENCE SOUTH 56 DEGREES 28 MINUTES 27 SECONDS EAST, 71.66 FEET TO A POINT; THENCE SOUTH 88 DEGREES 49 MINUTES 00 SECONDS WEST, 41.01 FEET TO A POINT OF CURVE; THENCE RUNNING IN A NORTHWESTERLY DIRECTION ON A CURVE TO THE RIGHT 5.01 FEET TO A POINT OF TANGENCY, THE ABOVE CURVE HAVING A RADIUS OF 80.00 FEET, AND A CHORD LENGTH 5.00 FEET, CHORD BEARING NORTH 47 DEGREES 58 MINUTES 40 SECONDS WEST; THENCE NORTH 46 DEGREES 11 MINUTES 00 SECONDS WEST, 55.15 FEET TO A POINT OF CURVE; THENCE RUNNING IN A NORTHWESTERLY DIRECTION ON A CURVE TO THE LEFT, 47.12 FEET TO A POINT OF TANGENCY AND POINT OF BEGINNING, THE ABOVE CURVE HAVING A RADIUS OF 60.00 FEET AND A CHORD LENGTH OF 45.92 FEET, A CHORD BEARING NORTH 68 DEGREES 41 MINUTES 00 SECONDS WEST.

#### PARCEL III

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 16, TOWN 1 SOUTH, RANGE 12 EAST, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, LOCATED ON THE EAST SIDE OF MT. ELLIOTT AVENUE, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF MT. ELLIOTT AVENUE, (76 FEET WIDE), SAID POINT BEING 1944.29 FEET NORTHERLY OF THE INTERSECTION OF THE EAST LINE OF MT. ELLIOTT AVENUE WITH THE EAST AND WEST 1/4 LINE OF SECTION 16; THENCE NORTH 88 DEGREES 49 MINUTES EAST, 45 FEET; THENCE ON A CURVE TO THE RIGHT WHOSE RADIUS IS 60 FEET, WHOSE ARC IS 47.12 FEET, OF WHICH THE CHORD BEARS SOUTH 68 DEGREES 41 MINUTES EAST, 45.92 FEET; THENCE SOUTH 46 DEGREES 11 MINUTES EAST, 55.15 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT WHOSE RADIUS IS 80 FEET, WHOSE ARC IS 5.01 FEET AND WHOSE CHORD BEARS SOUTH 47 DEGREES 58 MINUTES 40 SECONDS EAST, 5.0 FEET; THENCE NORTH 88 DEGREES 49 MINUTES EAST, 132.17 FEET; THENCE SOUTH 1 DEGREE 11 MINUTES EAST, 80 FEET; THENCE SOUTH 88 DEGREES 49 MINUTES WEST, 262.25 FEET TO THE EASTERLY LINE OF MT. ELLIOTT AVENUE; THENCE NORTH 1 DEGREE 11 MINUTES WEST ALONG THE EASTERLY LINE OF MT. ELLIOTT AVENUE, 139.87 FEET TO THE POINT OF BEGINNING.

#### PARCEL IV

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 16, TOWN 1 SOUTH, RANGE 12 EAST, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, LOCATED EAST OF MT. ELLIOTT AVENUE, DESCRIBED AS: COMMENCING AT A POINT ON THE EAST LINE OF MT. ELLIOTT AVENUE (76 FEET WIDE) SAID POINT BEING 1804.42 FEET NORTHERLY OF THE INTERSECTION OF THE EAST LINE OF MT. ELLIOTT AVENUE WITH THE EAST AND WEST 1/4 LINE OF SECTION 16; THENCE NORTH 88 DEGREES 49 MINUTES EAST, 262.25 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND INTENDED TO BE DESCRIBED; THENCE NORTH 1 DEGREE 11 MINUTES WEST, 80.0 FEET; THENCE NORTH 88 DEGREES 49 MINUTES EAST, 70.0 FEET; THENCE SOUTH 1 DEGREE 11 MINUTES EAST, 80.0 FEET; THENCE SOUTH 88 DEGREES 49 MINUTES WEST, 70.0 FEET TO THE POINT OF BEGINNING.

William R. Aikens ("Purchaser")  
or his assignee  
5400 E. Nevada  
Detroit, Michigan 48234

The circumstances of this Agreement are:

- A. Seller is the owner of industrial property consisting of a one and two story brick and cinder block structure of approximately 21,000 square feet located on approximately two acres of land on the east side of Mt. Elliott south of Six Mile Road in the City of Detroit, Wayne County, Michigan commonly known as 13700 Mt. Elliott.
- B. The parties have agreed that Seller will sell and Purchaser will purchase the Property on the terms and conditions stated in this Agreement.

The parties agree as follows:

~~Paragraph 6.2.2, hereof, is hereby deleted and will not be a part of this Agreement.~~

representation or warranty, expressed or implied, with respect to the Property or any matter in this Agreement, and Purchaser shall take the Property as is at the Closing, except that:

6.2.1 The deed conveying the Premises to Purchaser shall be a Warranty Deed subject only to the Permitted Encumbrances; and

6.2.2 Toxico Corporation has been retained by Seller, at Seller's sole cost and expense, to survey the Property and remove any hazardous wastes, sludges and toxic chemicals from the Property. Following completion of such survey and any required removal, Toxico Corporation will provide to Purchaser and Seller a clean closure report.

## 7. Adjustments

Taxes and operating expenses shall be adjusted as of the Closing Date as follows:

7.1 Taxes. Seller shall pay all general property taxes and special assessments if any which are a lien upon the property after the Closing Date, except current general property taxes which shall be prorated as of the Closing Date and except installments of special assessments, if any, which have not

9. The purchase price for the Property shall be allocated as follows:

a.	Land	\$ 10,000
b.	Building	\$ 90,000
c.	Equipment	\$100,000
		<u>\$200,000</u>

10. Purchaser shall be entitled to a final "walk through" inspection on or before the Closing Date.

11. Section 3.1.3 of the Agreement is deleted in its entirety and the following is substituted in its place:

"The remainder of the purchase price in the amount of \$30,000.00 shall be placed in escrow at the time of closing with the title insurance company referenced in Section 4 and shall be remitted to General Die Casting Company, or its order, upon presentation to the title insurance company of evidence of a clean closure report from Toxico Corporation (approved by William R. Aikens or Dean & Fulkerson) along with Toxico's acknowledgement of receipt of payment and waiver of lien."

12. Section 8.5 of the Agreement is deleted in its entirety and the following is substituted in its place:

"Purchaser and Seller shall execute an escrow agreement with the title insurance company placing the amount of \$30,000.00 in escrow until the conditions in Section 3.1.3 of the Agreement are satisfied."

13. Section 8.7 of the Agreement is deleted in its entirety.

ACCEPTED:

GENERAL DIE CASTING COMPANY, a  
Michigan corporation

DATE OF SELLER'S ACCEPTANCE  
AND EFFECTIVE DATE:

January 11, 1989

By: Julian C. Van Steenkiste

Its: President

pages 8 - N - not sent

N = LAST PAGE